



Order Filed on March 16, 2017
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

WARREN S. JONES, JR., ESQ., Bar #003781980
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1 Trinity Lane
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(609) 261-8400
U.S. Bank Nationals Association, et al

N.102-1736

In Re:

Kenneth G. McNeil

Case No.: 15-14218-MBK

Adv. No.:

Hearing Date: 02/01/2017 at 10:00 a.m.

Judge: Michael B. Kaplan

CONSENT ORDER RE ADEQUATE PROTECTION

The relief set forth on the following pages, numbered two (2) through three (3) is hereby **ORDERED**.

DATED: March 16, 2017


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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Debtor: Kenneth G McNeil

Case No. 15-14218-MBK

Caption of Order: Consent Order Adequate Protection

IT IS HEREBY CONSENTED by and between Movant, U.S. Bank National Association, as Trustee, successor in interest to Wilmington Trust Company, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-14H, its assignees and/or successors in interest, through its retained counsel, Warren S. Jones, Jr., Esquire, and Debtor Kenneth G McNeil, through his counsel, Scott E. Kaplan, Esquire, as follows:

1. Debtor agrees to pay to Movant and Movant agrees to accept a payment of \$52,649.12 ("Settlement Funds") in full satisfaction of all amounts owed to Movant by Debtor, with respect to the real property described as **631 Norway Avenue, Hamilton, New Jersey 08629**. The full agreed settlement amount includes the mutually agreed upon settlement total of \$45,500.00, plus the current amount of escrow of \$7,149.12. The Settlement funds shall be paid over a 10 year period (120 months), with an interest rate of 5.25% per annum. The monthly payment of the settlement funds will be \$564.88 per month. Said payment shall be tendered to Movant's servicing agent Nationstar Mortgage LLC, PO Box 619094, Dallas, TX 75261-9741, Attention: Bankruptcy Department.

2. The monthly payment shall be received no later than the 1st day of the month in which it is due. If payment is not received in the manner set forth in this agreement, the debtor will be in default under the terms and conditions of this agreement. In the event of default, a 15 day notice will be sent to the debtor and debtor's attorney. If the default is not cured within 15 days, the movant may move forward with collection or any action against the subject property pursuant to the terms of the loan documents.

3. Debtor shall maintain taxes and insurance on the subject property, described as **631 Norway Avenue, Hamilton, New Jersey 08629**. Should debtor fail to maintain taxes and insurance the debtor will be in default under the terms and conditions of this agreement. In the event of default, a 15 day notice will be sent to the debtor and debtor's attorney. If the default is not cured within 15 days, the movant may move forward with collection or any action against the subject property pursuant to the terms of the loan documents. Additionally Movant may, at its option, advance payment of taxes or insurance in order to protect its security interest in the property. Any sums advanced shall be deemed payable under the terms of the note.

4. Movant agrees that Debtor's Attorney has the Movant's vote for the plan, and that the Class 19 vote cast on February 3, 2016 voting against confirmation as Docket No. 74 as to the unsecured portion of the claim of Movant is hereby withdrawn.

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Debtor: Kenneth G McNeil

Case No. 15-14218-MBK

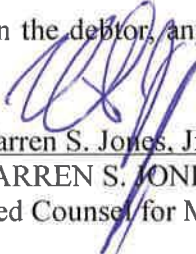
Caption of Order: Consent Order Adequate Protection

5. The terms and conditions of this Stipulation may not be modified, altered or changed in any Chapter 11 Plan for Reorganization without the express written consent of Movant. The terms of this consent order shall be fully incorporated into the terms of the order confirming Chapter 11 Plan.

6. In the event the instant bankruptcy proceeding is dismissed or converted to another chapter of the bankruptcy code, this Consent Order shall be terminated and have no further force or effect.

7. The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

Dated: January 31, 2017


By Warren S. Jones, Jr.
WARREN S. JONES, JR., ESQUIRE
Retained Counsel for Movant

Of Counsel:
Prober & Raphael, A Law Corporation
P.O. Box 4365
Woodland Hills, CA 91365-4365
(818) 227-0100
N.102-1736

Dated: January 31, 2017

By /s/ Scott E. Kaplan
SCOTT E. KAPLAN, ESQUIRE
Attorney for Debtor